

WHEN RECORDED MAIL TO:
STANCORP MORTGAGE INVESTORS, LLC
10265 NE Tanasbourne Drive
HILLSBORO, OR 97124

ATTN: CLOSING DEPT., T3A

Prepared by **Angela Pasztor**
SIC Loan No. **B4011002**
Parcel Identification Number **22-08-380-054**

CT-140140-CAS

**SUBORDINATION, NONDISTURBANCE AND
ATTORNMENT AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

RECITALS:

A. The undersigned Lessee and Lessor are parties to a lease dated June 12, 2012 ("the Lease"), which lease covers part or all of the real property (the "Property") described on Exhibit "A" attached hereto.

B. Standard Insurance Company, an Oregon corporation, made a loan (the "Loan") to Lessor or its predecessor in interest and others, as applicable (the "Borrower") evidenced and or secured by a Note, a Deed of Trust, Mortgage or Deed to Secure Debt and an Assignment of Lessor's Interest in Leases, and other loan documents each dated February 20, 2014 (the "Loan Documents"). The real estate security documents were recorded on the Property (the "Security Instruments"). The undersigned is/are the current lender of record ("Lender").

C. Lessor and/or Lessee have requested that Lender agree not to disturb Lessee's possession of the Property under the Lease.

D. In exchange, Lessee agrees that it will subordinate the Lease and Lessee's interest in the Lease and the Property in all respects to the lien of the Security Instruments and attorn to Lender as a successor Lessor under the Lease.

AGREEMENT:

NOW, in consideration of the promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Lessee and Lessor, it is agreed as follows:

1. Subordination. The Lease, including but not limited to any rights of first refusal and/or purchase options contained therein, and Lessee's leasehold estate and any other interests created thereby and any renewals, extensions, amendments or modifications thereof, shall be

and are completely and unconditionally subject and subordinate to the lien of the Deed of Trust and to the liens of the Security Instruments, if any, and to all the terms, conditions and provisions thereof, to all advances made or to be made thereunder, and to any renewals, extensions, additional advances and/or modifications or replacements thereof.

2. Lessee Not To Be Disturbed. So long as Lessee is not in default (beyond any Lease cure period) ("Default") in the payment of rents or in the performance of any of the other terms of the Lease on Lessee's part to be performed ("Lessee Obligations"), Lessee's possession of the Property under the Lease and Lessee's rights and privileges under the Lease will not be diminished or interfered with by Lender, and Lessee's occupancy of the Property will not be disturbed by Lender.

3. Lessee Not To Be Joined In Foreclosure. So long as Lessee is not in Default under any Lessee Obligations, Lender will not join Lessee as a defendant in any action or proceeding foreclosing the Security Instruments unless such joinder is necessary to foreclose the Security Instruments and then only for such purpose and not to terminate the Lease.

4. Lessee To Attorn To Lender. If the interests of Lessor are transferred to and owned by Lender by foreclosure or otherwise and Lender succeeds to the interest of the Lessor under the Lease, Lessee will be bound to Lender under the Lease for the balance of the term remaining including any extensions or renewals, with the same force and effect as if Lender were the Lessor under the Lease. Lessee attorns to Lender as its Lessor, said attornment to be effective upon Lender succeeding to the interest of the Lessor under the Lease without the execution of any further instrument, provided that, except as provided in the next paragraph, Lessee will not be obligated to pay rent to Lender, as Lessor, until Lessee receives written notice from Lender that it has succeeded to the interest of the Lessor under the Lease. The respective rights and obligations of Lessee and Lender upon such attornment, to the extent of the then remaining balance of the term of the Lease will be and are the same as now set forth therein; it being the intention of the parties to incorporate the Lease in this Agreement by reference.

5. Lease Payments to Lender. Receipt of Lender's notice will be the only condition to Lessee making payments to Lender or at Lender's direction. Lessor irrevocably authorizes Lessee to make payments to Lender or at Lender's direction. Lessor releases and discharges Lessee from liability for making such payments. Lessor indemnifies Lessee and Lender from all loss, cost, liability, claim, damage and expense (including reasonable attorney fees and costs) that Lessee or Lender may incur as a result of any challenge to Lender's notice or Tenant's payment to Lender or at Lender's direction.

6. Exercise of Rights Under Loan Documents Not Lease Default. The undersigned represents to Lender that the exercise by Lender of its rights and remedies under the Loan Documents, including without limitation its rights of foreclosure, will not constitute an event of default under the Lease.

7. Lender Not Bound By Subsequent Lessor/Lessee Acts. If Lender succeeds to the interests of Lessor under the Lease, Lender will not be

- (a) (i) liable for any act or omission of any prior lessor (including Lessor), and/or
- (ii) subject to offsets or defenses which Lessee might have against any prior lessor (including Lessor), in the Lease, if any, which accrued prior to the date Lender takes title to the Property, unless such act, omission, offset or defense, as applicable, continues after Lender (A) took title to the

Property, (B) received written notice of such act or omission or offset or defense, as applicable, and (C) failed to commence and continue cure within thirty (30) days;

- (b) bound by any rent or additional rent paid more than one month in advance of the then current installment, except for any monthly escrows required to be paid under the Lease, if any, for operating expenses, insurance and real estate taxes which are subject to annual reconciliation;
- (c) bound by any Lease termination, cancellation or any material amendment or modification of the Lease made without Lender's prior written consent; or
- (d) liable for any security or other deposits paid by Lessee, or any predecessor in interest to Lessee, to any Lessor, which are not actually received by Lender.

For purposes of this paragraph, "material" means changes that would increase Lessor's obligations under the Lease, financial or otherwise, or decrease Lessee's obligations under the Lease, whether financial or otherwise.

8. Waiver. Lessee waives notice and agrees that Lender may, without notice to or consent of Lessee, upon terms as Lender may deem advisable, without releasing or discharging Lessee from this Agreement or affecting the lien or priority of the Security Instruments, release, exchange, or modify any obligation secured by the Security Instruments and/or settle or compromise any claim with respect to the Loan.

9. Successors and Assigns. This Agreement is binding upon the parties hereto and their heirs, devisees, executors, administrators, representatives, successors and assigns, including each lessee and lessor under the Lease or any other person having an interest therein and will inure to the benefit of Lender and its successors and assigns.

10. Choice of Law. The law of the state in which the Property is located will govern the validity, interpretation, construction, and performance of this Agreement. The parties irrevocably submit to the jurisdiction of any state or federal court in the State where the Property is located in any action or proceeding brought to enforce or otherwise arising out of or relating to this Agreement, and waive any claim that such forum is an inconvenient forum.

11. Captions and Headings. The captions and headings in this Agreement are for convenience and not to be construed as confining or limiting the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular will include the plural, the plural includes the singular, and the masculine, feminine and neuter are freely interchangeable.

12. Notices. All notices required or permitted under this Agreement must be in writing and may be delivered by hand or a nationally recognized overnight courier service, or mailed by first class registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to Lessee:

Online Image

Attn: Russell Burnett
5353 S. 9400 E. #220
Salt Lake City, UT 84107

If to Lender:

Standard Insurance Company
Attn: Loan Closing, T3A
10265 NE Tanasbourne Drive
Hillsboro, OR 97124

If to Lessor:

Renfro Sports Park, LLC
5288 S. Commerce Drive, Ste B-150
Murray, UT 84107

Lawson Sports Park, LLC
2763 Valle Vista Dr
Glendale, CA 91206

Changes in the respective addresses to which such notices must be directed may be made from time to time by either party by notice to the other party given at least ten (10) days before such change of address is effective. Notices given by mail in accordance with this provision will be deemed to have been given three (3) days after the date of dispatch; notices given by any other means will be deemed to have been given when received.

13. Severability and Counterparts. If one or more provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement may be signed in counterpart signature and notary pages all of which when taken together will constitute one Agreement.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE UNDERSIGNED CONSULT WITH ITS ATTORNEYS WITH RESPECT THERETO.

SIGNATURES ON THE FOLLOWING PAGES

DATED as of 3-7, 2023.

LESSEE:

Online Image,
A Utah Corporation

By: [Signature]
Russell Burnett

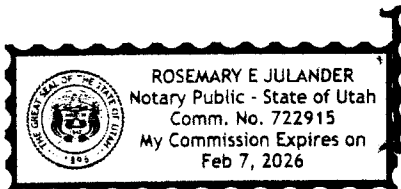
Title: Founder

**ACKNOWLEDGMENTS FOR EACH LESSEE MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF Utah)
County of Salt Lake) ss.:

The foregoing instrument was personally acknowledged before me this 7 day of March, 2023, by Rosemary E Julander [as Russell Burnett of Online Image].

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



(NOTARY SEAL)

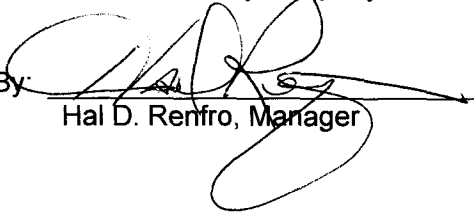
[Signature]
Notary Name: Rosemary E Julander
Notary Public for the State of Utah
My Commission Expires: 2/7/2026

Personally Known _____ OR Produced Identification UTDL
Type of Identification Produced 153552243 Exp 4/2028

SIGNATURES CONTINUED ON THE FOLLOWING PAGES

LESSOR:

Renfro Sports Park, LLC,
a Utah limited liability company

By: 
Hal D. Renfro, Manager

Lawson Sports Park, LLC,
a Utah limited liability company

By: _____
Judith D. Lawson, Manager

**ACKNOWLEDGMENTS FOR EACH LESSOR MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

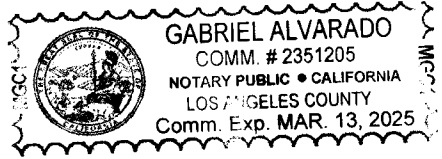
CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of SAN DIEGO)
On 3/8/23 before me, GABRIEL ALVARADO NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared HAL D RENFRO
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.
Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

LESSOR:

Renfro Sports Park, LLC,
a Utah limited liability company

By: _____
Hal D. Renfro, Manager

Lawson Sports Park, LLC,
a Utah limited liability company

By:  _____
Judith D. Lawson, Manager

**ACKNOWLEDGMENTS FOR EACH LESSOR MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

SIGNATURES CONTINUED ON THE FOLLOWING PAGE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

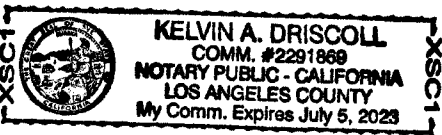
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 03/08/2023 before me, Kelvin A. Driscoll - Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Judith D. Lawson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she they executed the same in his her their authorized capacity(ies), and that by his her their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Kelvin A. Driscoll
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

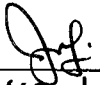
Description of Attached Document
Title or Type of Document: Subordination, Non disturbance And Attornment Agreement Document Date: _____
Number of Pages: 8 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____


Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

LENDER:

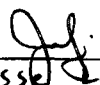
Standard Insurance Company,
an Oregon corporation

By: 
Name: Jesse Levin
Title: Second Vice President

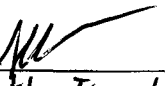
CP

Attest: 
Name: Scott Tumbleson
Title: Senior Director
StanCorp Mortgage Investors, LLC


Banner Bank,
a Washington chartered commercial bank,
by StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
its Attorney in Fact

By: 
Name: Jesse Levin
Title: Second Vice President


CP

Attest: 
Name: Scott Tumbleson
Title: Senior Director

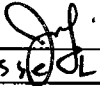
Banner Life Insurance Company,
a Maryland insurance company,
by StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
its Attorney in Fact

By: 
Name: Jesse Levin
Title: Second Vice President

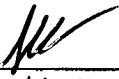
CP

Attest: 
Name: Scott Tumbleson
Title: Senior Director


Employers Insurance Company of Wausau, a Wisconsin stock insurance company,
Liberty Mutual Fire Insurance Company, a Wisconsin stock insurance company,
Liberty Mutual Insurance Company, a Massachusetts stock insurance company,
The Ohio Casualty Insurance Company, a New Hampshire stock insurance company,
Peerless Insurance Company, a New Hampshire stock insurance company,
Safeco Insurance Company of America, a New Hampshire stock insurance company,
by StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
their Attorney in Fact

By: 
Name: Jesse Levin
Title: Second Vice President

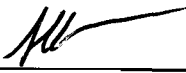


Attest: 
Name: Scott Tumbleson
Title: Senior Director

The Lincoln National Life Insurance Company,
successor by merger to Lincoln Life Assurance Company of Boston,
f/k/a Liberty Life Assurance Company of Boston,
an Indiana corporation,
by StanCorp Mortgage Investors, LLC,
an Oregon limited liability company,
its Attorney in Fact

By: 
Name: Jesse Levin
Title: Second Vice President



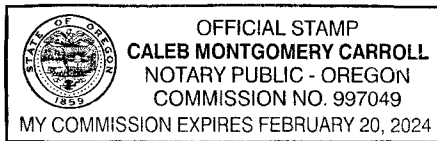
Attest: 
Name: Scott Tumbleson
Title: Senior Director


**ACKNOWLEDGMENTS FOR EACH LENDER MUST BE ATTACHED IN
SIZE AND FORM AS REQUIRED BY STATE LAW.**

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 13th day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President of STANDARD INSURANCE COMPANY, an Oregon corporation, the within named corporation, and that the seal affixed to said document is the corporate seal of said corporation, and that the said document was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Servicer for STANDARD INSURANCE COMPANY and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



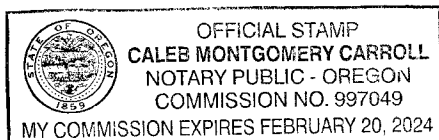



Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 13th day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Attorney in Fact for BANNER BANK, a Washington chartered commercial bank, the within named company, and that the said document was signed on their behalf, and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



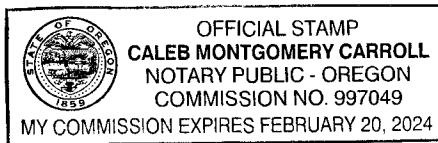



Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



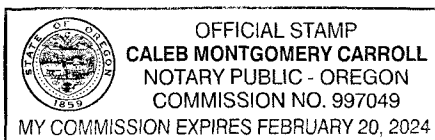



Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

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IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



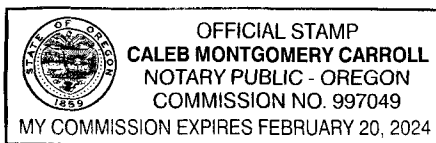


Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

STATE OF OREGON)
) ss:
COUNTY OF WASHINGTON)

On this 13th day of March, 2023, before me, Caleb Montgomery Carroll, appeared JESSE LEVIN and SCOTT TUMBLESON, both to me personally known, who being duly sworn did say that he, the said JESSE LEVIN is the Second Vice President, and he, the said SCOTT TUMBLESON is the Senior Director of STANCORP MORTGAGE INVESTORS, LLC, an Oregon limited liability company, as Attorney in Fact for THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, successor by merger to LINCOLN LIFE ASSURANCE COMPANY OF BOSTON, f/k/a LIBERTY LIFE ASSURANCE COMPANY OF BOSTON, an Indiana corporation, the within named corporation, and that the said document was signed on their behalf, and JESSE LEVIN and SCOTT TUMBLESON acknowledged said document to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Caleb

Caleb Montgomery Carroll
Notary Public for Oregon
My Commission Expires: February 20, 2024

EXHIBIT "A"
LOAN NO. B4011002

Real property in the City of Murray, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 630.09 FEET AND SOUTH 88°53'00" EAST 375.00 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 88°53'00" EAST 169.51 FEET; THENCE SOUTH 89°19'10" EAST 100.249 FEET; THENCE SOUTH 403.154 FEET; THENCE SOUTH 89°55'30" WEST 202.10 FEET; THENCE NORTH 0°04'30" WEST 140.00 FEET; THENCE NORTH 62°51'32" WEST 39.36 FEET; THENCE SOUTH 89°55'30" WEST 32.08 FEET; THENCE NORTH 0°04'30" WEST 250.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN 960 EAST STREET, AS SHOWN ON THE DEDICATION PLAT FOR 960 EAST STREET RECORDED OCTOBER 09, 1996, AS ENTRY NO. 6477001, IN BOOK 96-10P OF PLATS, AT PAGE 333, SALT LAKE COUNTY RECORDER'S OFFICE.

PARCEL 2:

A RIGHT OF WAY FOR INGRESS AND EGRESS AS DISCLOSED IN THAT CERTAIN DECLARATION OF EASEMENT AND RIGHT OF WAY RECORDED MAY 17, 1979, AS ENTRY NO. 3281004 IN BOOK 4864 AT PAGE 465 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 422.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°55'30" EAST 374.92 FEET; THENCE SOUTH 0°04'30" EAST 50.00 FEET; THENCE SOUTH 89°55'30" WEST 374.92 FEET; THENCE NORTH 0°04'30" WEST 50.00 FEET TO THE POINT OF BEGINNING.

ALSO:

BEGINNING AT A POINT WHICH IS SOUTH 89°47'43" WEST 834.09 FEET AND NORTH 0°04'30" WEST 422.29 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°55'30" WEST 20.00 FEET; THENCE SOUTH 0°04'30" EAST 50.00 FEET; THENCE NORTH 89°55'30" EAST 20.00 FEET; THENCE NORTH 0°04'30" WEST 50.00 FEET TO THE POINT OF BEGINNING.